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BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91196299
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**RESPONSE IN OPPOSITION TO
DIGITALMOJO'S SECOND
AMENDED MOTIONS FOR
LEAVE TO AMEND PETITIONS
TO CANCEL**

RESPONSE

Connect Public Relations, Inc. ("ConnectPR") files this single response in opposition to both of Digitalmojo, Inc.'s ("Digitalmojo") Amended Motion for Leave to Amend Petition to Cancel ("Amended Motion for Leave") filed in Cancellation Nos. 92054395 and 92054427.¹ ConnectPR hereby files only a single copy of this pleading, and only in the "parent" case which the Board indicates shall be Opposition No. 91196299, *TTAB Order* mailed Feb. 23, 2012, because "[p]apers should only be filed in the "parent" case of the consolidated proceedings unless otherwise advised by the Board...." TBMP § 511 (3d ed. 2011).

I. INTRODUCTION

The Board should deny Digitalmojo's Amended Motion for Leave because its proposed claims are inadequate to perfect the deficiencies found in the originally filed Petitions to Cancel and because the proposed claims are so legally and factually insufficient that it appears they cannot survive a motion to dismiss. Thus, allowing entry of the proposed Amended Petitions to Cancel would be futile.

Further, it appears that Digitalmojo's sole purpose of seeking entry of its proposed Amended Petitions to Cancel, consistent with its purpose in filing its original Petitions to Cancel, is to harass, cause unnecessary delay, and needlessly increase the cost of litigation in this matter. It even appears that Digitalmojo filed its original Petitions to Cancel simply to get another crack at conducting the discovery that it failed to conduct prior to the discovery-cutoff deadline in the now-consolidated

¹ On February 23, 2012, the Board issued an order consolidating Opposition No. 91196299 and Cancellation Nos. 92054395 and 92054427. In addition, the Board allowed ConnectPR fifteen days from the date of its February 23rd order to file a single brief in response to Digitalmojo's motions.

opposition proceeding. Digitalmojo should not be permitted to use the cancellation proceedings to, in effect, re-open discovery in the now-consolidated opposition proceeding, as an end-run around the discovery cutoff deadline in that case.

II. ARGUMENT

A. *Legal Standard*

While Fed.R.Civ.P. 15(a)(2) provides that a motion for leave to amend a pleading should be freely given when “justice so requires,” the TBMP and Board precedent have made clear that leave to amend should not be given where entry of the proposed amended pleading would “violate settled law or be prejudicial to the rights of the adverse party or parties.” TBMP § 507.02 (3d ed. 2011) and cases cited therein; *see also Leatherwood Scopes International v. Leatherwood*, 63 USPQ2d 1699, 1702 (TTAB 2002) (“The Board liberally grants leave to amend pleadings . . . when justice so requires, unless entry of the proposed amendment would violate settled law or be prejudicial to the rights of the adverse party or parties.”); TBMP § 503.03 (3d ed. 2011) (“in appropriate cases, ‘justice does not require that leave to amend be given.’”); *Commodore Electronics Ltd. v. CBM Kabushiki Kaisha*, 26 USPQ2d 1503, 1505 (TTAB 1993) (quoting *Foman v. Davis*, 331 U.S. 178, 182 (1962)) (leave to amend should not be given where there is “undue delay, bad faith or dilatory motive on the part of the movant, repeated failure to cure deficiencies by amendments previously allowed, undue prejudice to the opposing party by virtue of allowance of the amendment, futility of amendment, etc.”).

In *Leatherwood*, for example, the Board denied a motion to amend because the proposed claims were found to be “legally insufficient, and allowing the proposed amendment therefore would be futile.” 63 USPQ2d at 1702. In particular, the Board found that the proposed amendment was

futile because, “as a matter of law,” the movant could not prevail on its proposed claims. *Id.* at 1703. The Board’s decision in *Leatherwood* is consistent with other federal court decisions that have held that a proposed amended pleading is futile if the amendment will not cure the deficiency in the original pleading. *See, e.g., Jablonski v. Pan Am. World Airways, Inc.*, 863 F.2d 289, 292 (3d Cir. 1988) (citing *Massarky v. General Motors Corp.*, 706 F.2d 111, 125 (3d Cir.), cert. denied, 464 U.S. 937, 104 S. Ct. 348 (1983)).

As will be explained below, the Board should deny leave to Digitalmojo to amend its pleadings because its proposed amendments violate settled law, are legally insufficient and do not cure the deficiencies in the originally filed Petitions to Cancel, and would be unduly prejudicial to ConnectPR.

B. *Leave to Amend Should Be Denied Because ConnectPR Would Be Unduly Prejudiced Due to Digitalmojo's Reliance on an Allegedly Fraudulent Statement Attributed to ConnectPR When in Fact ConnectPR Never Made the Statement*

In support of each of its fraud allegations set forth in Paragraphs 7-31 and 56 of the proposed Amended Petitions to Cancel, Digitalmojo alleges that ConnectPR committed fraud during the prosecution or maintenance of Registrations Nos. 2,866,850 and 2,373,504 (hereinafter “ConnectPR Registrations”) by making a material misrepresentation to the Trademark Office regarding its use of the CONNECT PUBLIC RELATIONS and CONNECTPR marks (collectively “ConnectPR Marks”). In each of Paragraphs 7-31 and 56, Digitalmojo identifies the alleged misrepresentation as follows:

On information and belief, Digitalmojo alleges ConnectPR has committed fraud in the prosecution of [its registration], within the meaning of 15 U.S.C. § 1064, by alleging it has . . . used [its mark] “... in connection with, *inter alia*, marketing and market research and consulting services; public media relations services and sales promotion services,” in that ConnectPR did not use [its mark] for some of such services, prior to the time of filing its application or thereafter.

(Underlining added.) The underlined portion in the cite above is purported by Digitalmojo to be a direct quote of the alleged fraudulent statement made by ConnectPR to the Trademark Office. Disturbingly, this allegedly fraudulent statement attributed to ConnectPR was simply not made by ConnectPR to the Trademark Office either during the prosecution or the maintenance of the ConnectPR Registrations. To be clear, the allegedly fraudulent statement attributed to ConnectPR, and as alleged by Digitalmojo, in the above-quoted statement by Digitalmojo in support of its fraud allegations, was not made by ConnectPR to the Trademark Office to obtain or maintain its registrations. As evidence of this fact, true and correct copies of the relevant portions of the prosecution file wrappers and post-grant maintenance proceedings of ConnectPR's Registrations, where use and continued use were established, are attached hereto as Exhibits A and B. (Pursuant to TBMP § 704.12 (3d ed. 2011) and Fed. R. Evid. 201, ConnectPR requests that the Board take judicial notice of the documents in Exhibits A and B as their accuracy cannot be reasonably questioned.)

For at least the above reasons, ConnectPR submits that it would be unduly prejudiced by virtue of allowance of the proposed fraud claims. Therefore, Digitalmojo's Amended Motion for Leave should be denied on this basis.

C. *Digitalmojo's Amended Motion for Leave Should Be Denied Because the Proposed Amended Petitions to Cancel Would Not Survive a Motion to Dismiss under Fed. R. Civ. P. 12(b)(6)*

To survive such a motion to dismiss under Rule 12(b)(6), a petitioner need only allege sufficient factual matter as would, if proved, establish that the petitioner has standing and that a valid ground for the cancellation exists. *Lipton Industries, Inc. v. Ralston Purina Co.*, 670 F.2d 1024, 213 USPQ 185, 187 (CCPA 1982). In particular, a petitioner need only allege "enough factual matter ... to suggest that [a claim is plausible]" and "raise a right to relief above the speculative level."

Totes-Isotoner Corp. v. United States, 594 F.3d 1346, 1354 (Fed. Cir. 2010). In this regard, TBMP

§ 503.02 (3d ed. 2011) states:

A motion to dismiss for failure to state a claim upon which relief can be granted is a test solely of the legal sufficiency of a complaint. In order to withstand such a motion, a complaint need only allege such facts as would, if proved, establish that the plaintiff is entitled to the relief sought, that is, that (1) the plaintiff has standing to maintain the proceeding, and (2) a valid ground exists for denying the registration sought (in the case of an opposition), or for canceling the subject registration (in the case of a cancellation proceeding). To survive a motion to dismiss, a complaint must “state a claim to relief that is plausible on its face.”

(Citations omitted.) As will be explained below, Digitalmojo fails to state a claim to relief that is plausible on its face.

1. Even If Accepted as True, the Facts Relied upon by Digitalmojo Do Not Establish a Plausible Claim That ConnectPR Made a Material Misrepresentation to the Trademark Office

Digitalmojo’s fraud allegations as set forth in each of Paragraphs 7-31 and 56 of the proposed Amended Petitions to Cancel can be generally summarized as follows: Digitalmojo contends that ConnectPR made a material misrepresentation to the Trademark Office when it allegedly stated to the Trademark Office that it had used the Connect Marks “... in connection with, *inter alia*, marketing and market research and consulting services; public media relations services and sales promotion services.”² As best understood by ConnectPR, Digitalmojo contends that this alleged statement, cited above, was a material misrepresentation because ConnectPR had not used the ConnectPR Marks on a very narrow and obscure listing of services specifically identified by

² As discussed above, ConnectPR disputes that it ever made this statement to the Trademark Office during the prosecution or in support of the maintenance of the ConnectPR Registrations.

Digitalmojo in each of Paragraphs 7-31 and 56 of its proposed Amended Petitions to Cancel.³ For example, in Paragraph 7, Digitalmojo contends that ConnectPR's alleged statement regarding the use of its marks was a material misrepresentation because ConnectPR had not used the ConnectPR Marks "in the field of manufacture and sale of railroad boxcars, bicycles, basketballs, utility hook-ups for consumers, and numerous other 'marketing and market research and consulting services.'" In each of the Paragraphs 7-31 and 56, Digitalmojo identifies other services for which ConnectPR has allegedly not used its marks.

As an initial matter, even if it is accepted as true that ConnectPR did not have use on the narrow, arbitrary and obscure list of services identified by Digitalmojo in each of Paragraphs 7-31 and 56, the entire premise of Digitalmojo's fraud claims is misplaced because, as a matter of law, there is no requirement that a trademark applicant use its mark on all of the services that may potentially fall within the broad scope of its services set forth in its trademark application prior to registration. *See, e.g.*, T.M.E.P. § 1402.03 ("As long as a broad term identifies the goods or services that are intended to be covered with reasonable certainty, it will be reasonable, from a commercial viewpoint, to consider that the mark has been used for all the related goods or services that fall within the designated group."). The scope of the ConnectPR Registrations is entirely permissible and not fraudulent. Thus, Paragraphs 7-31 and 56 fail to state a claim for relief because the alleged non-use on the very narrow and arbitrary list of services identified by Digitalmojo, does not constitute a fraud,

³ The only difference between the fraud allegations made in Paragraphs 7-31 and 56 of the proposed Amended Petitions to Cancel is that the specific listing of services for which Digitalmojo contends that ConnectPR did not use the ConnectPR Marks varies between each of the Paragraphs 7-31 and 56. Otherwise, the fraud allegations are cookie-cutter versions of the same claim. Due to this high similarity, ConnectPR will address all the fraud allegations set forth in Paragraphs 7-31 and 56 simultaneously.

as there was no requirement that ConnectPR obtain use on every possible sub-service that falls within the scope of the recited services in its registrations.

More to the point, Digitalmojo's fraud claims are legally insufficient because it is obvious that Digitalmojo manufactured the issue of fraud by artfully crafting a listing of arbitrary sub-services so narrowly and obscurely, that it would be impossible for ConnectPR to have use on them. For example, in Paragraph 7, Digitalmojo alleges that ConnectPR's statement regarding use was a material misrepresentation to the Trademark Office because ConnectPR had not used the ConnectPR Marks "in the field of manufacture and sale of railroad boxcars, bicycles, basketballs, utility hook-ups for consumers, and numerous other 'marketing and market research and consulting services.'" Clearly, Digitalmojo cunningly chose to allege non-use on such obscure things as boxcars, bicycles, basketballs, and utility hookups, none of which have anything to do with this case or ConnectPR's Registrations, in order to manufacture its claim of fraud.

But, even if accepted as true that ConnectPR did not have use on boxcars, bicycles, basketballs, utility hookups and the other items as alleged in Paragraph 7, this would not constitute fraud as ConnectPR was not required to have use on such a narrow, arbitrary and obscure listing of sub-services in order to obtain, or maintain, its registration. More specifically, the recited services for both of the ConnectPR Registrations are for "Marketing and market research and consulting services; public and media relations services and sales promotion services." Any alleged non-use of the ConnectPR Marks on the obscure and arbitrary sub-services listed in Paragraph 7 simply does not constitute a plausible claim for fraud in light of the broadly recited services of the ConnectPR Registrations, because there is little or no correlation between the obscure and arbitrary sub-services listed in Paragraph 7 and the recited services of the ConnectPR Registrations. This same analysis holds true for the fraud allegations in Paragraphs 8-31 and 56.

Thus, even if it is accepted as true that ConnectPR did not have use on the very narrow list of arbitrary sub-services alleged in each of Paragraphs 7-31 and 56, this non-use is legally insufficient to establish a claim of fraud because ConnectPR was not required to have use on those narrowly defined sub-services in order to obtain or maintain its registrations. ConnectPR could have, and in fact did, obtain use on other services within the broad scope of the ConnectPR Registrations but that were outside of the narrowly defined list of sub-services identified by Digitalmojo.⁴ Stated another way, even if accepted as true, Digitalmojo's allegations of non-use are not plausible to establish fraud because the law does not require that ConnectPR obtain actual use on each and every possible niche that may potentially fall within the broad scope of the ConnectPR Registrations. ConnectPR's alleged non-use simply does not, and cannot, render the alleged statement regarding use a material misrepresentation.

In short, the allegations set forth in Paragraphs 7-31 and 56 fail to state a claim for relief under Rule 12(b)(6) because they are based upon the alleged non-use of an overly narrow list of obscure sub-services that was concocted by Digitalmojo in order to manufacture its claims for fraud. Further, even if Digitalmojo's allegations of non-use are accepted as true, the fraud allegations in Paragraphs 7-31 and 56 do not set forth a plausible claim to relief given the broad nature of the services recited in the ConnectPR Registrations, and the fact that the law did not require ConnectPR to obtain use on every conceivable sub-service that may have fallen within the scope of its recited services, which the Trademark Office accepted.

⁴ In fact, this was indeed the case as ConnectPR did obtain use of the ConnectPR Marks on services outside of the obscure and narrow list of sub-services alleged by Digitalmojo in Paragraphs 7-31 and 56 but within the accepted scope of the services recited in the ConnectPR Registrations. Thus, no fraud could have been committed.

Lastly, if the Board allows Digitalmojo leave to amend in this instance, no registrant will be safe from a claim of fraud, since any petitioner would be able tailor a list of sub-services so narrowly, arbitrarily and obscurely such that no registrant would be able to show use.

2. Even If Accepted as True, the Facts Relied upon by Digitalmojo Do Not Establish that ConnectPR Abandoned its Marks

Digitalmojo's abandonment⁵ allegations as set forth in Paragraphs 32-55 of the proposed Amended Petitions to Cancel can be generally summarized as follows: In each allegation, Digitalmojo alleges that ConnectPR abandoned the ConnectPR Marks because it failed to continue its use of, or it ceased its use of, the ConnectPR Marks "... in connection with, *inter alia*, marketing and market research and consulting services; public media relations services and sales promotion services."⁶ As best understood by ConnectPR, Digitalmojo's underlying theory behind its abandonment claims appears to be that abandonment occurred because ConnectPR "failed to continue its use of, or ceased its use of" the ConnectPR Marks on a very narrow, arbitrary and obscure list of services specifically identified by Digitalmojo in each of Paragraphs 32-55.⁷ For example, in Paragraph 32, Digitalmojo alleges that ConnectPR abandoned the ConnectPR Marks because it "failed to continue use of, or ceased its use of [the ConnectPR Marks] for some of such services namely: 'prerecorded music on CD, DVD and other media.'"

⁵ Section 45 of the Trademark Act, 15 U.S.C. § 1127, provides that a mark is abandoned when "its use has been discontinued with intent not to resume use"

⁶ As before, ConnectPR disputes that it made this alleged statement.

⁷ The only difference between the abandonment allegations made in Paragraphs 32-55 is that the specific listing of services for which Digitalmojo contends that ConnectPR ceased use varies between each of the Paragraphs 32-55. Otherwise, the abandonment allegations are cookie cutter versions of the same claim. For this reason, ConnectPR will address all the abandonment allegations set forth in Paragraphs 32-55 simultaneously.

As an initial matter, even if it is accepted as true that ConnectPR discontinued use on the very narrow, arbitrary and obscure list of services identified by Digitalmojo in each of its Paragraphs 32-55, the entire premise of Digitalmojo's abandonment claims is misplaced because, as a matter of law, there is no requirement that a trademark applicant continue use of its marks on every possible service that may fall within the broad scope of its registrations. That is, alleging abandonment based upon a very narrow listing of services fails to state a claim upon which relief may be granted because a registrant may still have use on other services that fall within the broad scope of its registrations but outside of the scope the very narrow listing of the allegedly abandoned services. Further, just like its fraud claims, Digitalmojo's abandonment claims are legally insufficient because they are based upon a list of allegedly abandoned services that was craftily concocted by Digitalmojo to manufacture its claims.

Further, even if accepted as true, the facts as alleged by Digitalmojo in support of its abandonment allegations do not raise a right to relief above the speculative level. For example, in Paragraph 32, Digitalmojo alleges that ConnectPR abandoned its ConnectPR Marks because it "failed to continue its use of, or ceased its use of [the ConnectPR Marks] for some of such services, namely: 'prerecorded music on CD, DVD and other media.'" Aside from the fact that ConnectPR did not, and has not, ceased use of its marks, the alleged cessation of use of the ConnectPR Marks on "prerecorded music on CD, DVD and other media" does not, and cannot, form a plausible claim of abandonment because "prerecorded music on CD, DVD and other media" are wholly unrelated to the services recited in the ConnectPR Registrations.

In particular, the ConnectPR Registrations both recite: "Marketing and market research and consulting services; public and media relations services and sales promotion services." Critically, the alleged "prerecorded music on CD, DVD and other media" services do not even fall within the

scope of services recited in the ConnectPR Registrations. Thus, it is legally and factually impossible that cessation of use of the ConnectPR Marks on “prerecorded music on CD, DVD and other media” would constitute an abandonment of the ConnectPR Marks. This same argument is true for the abandonment allegations in Paragraphs 33-55.

For the above reasons, Digitalmojo’s abandonment allegations fail to state a claim for relief under Rule 12(b)(6).

3. The Fraud Claims in the Proposed Amended Petitions to Cancel Were Not Alleged with Particularity in Accordance with Strict Pleading Requirements of Fed. R. Civ. P. 9(b) and Therefore, They Would Not Survive a Motion to Dismiss under Rule 12(b)(6)

In petitioning on the ground of fraud, a petitioner must allege the elements of fraud with particularity in accordance with Fed. R. Civ. 9(b). *Asian and Western Classics B.V. v. Lynne Selkow*, 92 USPQ2d 1478, 1478 (TTAB 2009)(emphasis added). As stated in *Asian and Western Classics*:

“[T]he pleadings [must] contain explicit rather than implied expression of the circumstances constituting fraud.” *King Automotive, Inc. v. Speedy Muffler King, Inc.*, 667 F.2d 1008, 212 USPQ 801, 803 (CCPA 1981). See also Wright & Miller, Federal Practice and Procedure: 5A § 1296 n. 11 (2004) (citing cases that discuss purposes of the Rule 9(b) heightened pleading standard to include providing notice, weeding out baseless claims, preventing fishing expeditions and fraud actions in which all facts are learned after discovery, and serving the goals of Rule 11).

Pleadings of fraud made “on information and belief,” when there is no allegation of “specific facts upon which the belief is reasonably based” are insufficient. *Exergen Corp. v. Wal-Mart Stores Inc.*, 91 USPQ2d 1656, 1670 (Fed. Cir. 2009) and cases cited therein (discussing when pleading on information and belief under Fed. R. Civ. P. 9(b) is permitted); see also *In Re Bose Corp.*, 91 USPQ2d [1938] at 1938. Additionally, under USPTO Rule 11.18, the factual basis for a pleading requires either that the pleader know of facts that support the pleading or that evidence showing the factual basis is “likely” to be obtained after a reasonable opportunity for discovery or investigation. Allegations based solely on information and belief raise only the mere possibility that such evidence may be uncovered and do not constitute pleading of fraud with particularity. Thus, to satisfy Rule 9(b), any allegations based on “information and belief” must be accompanied by a statement of facts upon which the belief is founded. See *Exergen Corp.*, 91 USPQ2d at 1670

n.7, citing *Kowal v. MCI Commc'n Corp.*, 16 F.3d 1271, 1279 n.3 (D.C. Cir. 1994)(‘[P]leadings on information and belief [under Rule 9(b)] require an allegation that the necessary information lies within the defendant's control, and ... such allegations must also be accompanied by a statement of the facts upon which the allegations are based’).”

Asian and Western Classics, 92 USPQ2d at 1478-79 (emphasis added).

In the present case, Digitalmojo’s allegations of fraud in the proposed Amended Petitions to Cancel as stated in Paragraphs 7-31 and 56, allege, solely on information and belief, a wide range of various acts of fraud supposedly committed by ConnectPR. But, as explained above, Digitalmojo cannot rely simply on pleading the fraud allegations “on information and belief” and hope to uncover sufficient evidence during discovery.

First, Digitalmojo’s allegations of fraud in the proposed Amended Petitions to Cancel, Paragraphs 7-31 and 56, do not allege the elements of fraud with sufficient particularity in accordance with Fed. R. Civ. 9(b) to provide proper notice of the underlying factual basis for the fraud. For example, as already discussed above, in each of Paragraphs 7-31 and 56, Digitalmojo quotes the following allegedly fraudulent statement and attributes it to ConnectPR: “... in connection with, *inter alia*, marketing and market research and consulting services; public media relations services and sales promotion services.” However, Digitalmojo failed to allege sufficient facts to identify who exactly made this alleged statement, where it was made, when it was made, or in what context it was made. As previously discussed, Digitalmojo’s allegations fail to state a claim because ConnectPR never made this statement to the Trademark Office either during the prosecution or the maintenance of the ConnectPR Registrations (see again, Exhibit A & B).

Next, the sheer number of the fraud allegations set forth in Paragraphs 7-31 and 56, which cumulatively allege 27 separate instances of fraud, reveals the baselessness of the fraud allegations. Indeed, the fraud allegations set forth in Paragraphs 7-31 and 56 are cookie-cutter versions of the

same foundationless claim, with only minor changes between them and none of which are supported by a statement of facts as required by Fed. R. Civ. P. 9(b).

ConnectPR submits that Digitalmojo's fraud allegations should not be allowed because they are baseless and brought with the sole purpose to harass ConnectPR and to allow Digitalmojo to conduct a costly fishing expedition.

4. The Abandonment Claims in the Proposed Amended Petitions to Cancel Were Not Properly Plead, and Therefore, They Would Not Survive a Motion to Dismiss under Rule 12(b)(6)

A trademark is considered abandoned “[w]hen its use has been discontinued with intent not to resume such use.” Trademark Act Section 45, 15 U.S.C. §1127. Thus, a critical element of any trademark abandonment claim is the “intent” of the registrant. Digitalmojo's abandonment claims, as set forth in Paragraphs 32-55, were not properly pleaded because Digitalmojo failed to plead the statutory requirement that ConnectPR had no intent to resume use of the its marks as required by Trademark Act Section 45, 15 U.S.C. §1127. Digitalmojo's Amended Motion for Leave should be denied on this basis.

5. Digitalmojo's Request to Rectify the Register in the Proposed Amended Petitions Was Not Properly Plead and Therefore Would Not Survive a Motion to Dismiss under Rule 12(b)(6)

Trademark Act Section 18, 15 U.S.C. Section 1068, gives the Board equitable power to, in whole or in part, “restrict the goods or services identified in an application or registration,” or to “otherwise restrict or rectify ... the registration of a registered mark.” *See also* TBMP Section 309.03(d) (3d ed. 2011). In pleading a proper claim for restriction of an application or registration under Section 18, a petitioner must plead (1) that the proposed restriction will avoid a likelihood of confusion; and (2) that the respondent is not using, or does not intend to use, the mark on the goods or services being deleted or “effectively excluded” from the registration. *Eurostar Inc. v.*

"Euro-Star" Reitmoden GmbH & Co., 34 USPQ2d 1266, 1271-72 (TTAB 1994); TBMP § 309.03(d) (3d ed. 2011). As will be explained below, Digitalmojo failed to properly plead the second prong of the pleading requirement set forth above.

In Paragraph 57 of its proposed Amended Petitions to Cancel, Digitalmojo alleges that the services recited in the ConnectPR Registrations be restricted to services “supplied in the course of public relations activities” and to services “supplied to companies in the high technology industries.” Digitalmojo further pleads that its proposed restrictions “will avoid a likelihood of confusion with Digitalmojo’s mark Connect based on the services it has identified in its application.” However, Digitalmojo did not properly plead the second prong of the Section 18 pleading requirement because it did not allege that ConnectPR “is not using, or does not intend to use, the mark on the goods or services being deleted or ‘effectively excluded’ from the registration.” This is a fatal omission to the pleading.

Thus, Digitalmojo’s Amended Motion for Leave must be denied because Digitalmojo failed to properly plead its claim for rectification under Section 18 in Paragraph 57.

D. *The Amended Motion for Leave must Be Denied on the Ground That the Substance of the Allegations Made in the Proposed Amended Petitions to Cancel Constitute Compulsory Counterclaims That Were Not Timely Filed*

Under 37 CFR § 2.106(b)(2)(i), “a defense attacking the validity of any one or more of the registrations pleaded in the opposition shall be a compulsory counterclaim if grounds for such counterclaim exist at the time when the answer is filed. If the grounds for a counterclaim are known to the applicant when the answer to the opposition is filed, the counterclaim shall be pleaded with or as part of the answer. If grounds for a counterclaim are learned during the course of the opposition proceeding, the counterclaim shall be pleaded promptly after the grounds therefor are learned.” (Emphasis added). Further, pursuant to TBMP § 313.04 (3d ed. 2011), “[a] defendant who fails to

timely plead a compulsory counterclaim cannot avoid the effect of its failure by thereafter asserting the counterclaim grounds in a separate petition to cancel. In such a case, the separate petition will be dismissed, on motion, on the ground that the substance of the petition constitutes a compulsory counterclaim in another proceeding, and that it was not timely asserted.” *See Trek Bicycle Corp. v. StyleTrek Ltd.*, 64 USPQ2d 1540, 1541 (TTAB 2001) (motion to amend opposition denied where it was filed eight months after filing of notice of opposition, with no explanation for the delay, and appeared to be based on facts within opposer’s knowledge at the time opposition was filed).

In the present case, ConnectPR initiated Opposition No. 91196299 (“the Opposition”) on August 30, 2010 against Digitalmojo’s application for the mark CONNECT (Application No. 77/714,693). In the Opposition, which has now been consolidated with the cancellation proceedings, ConnectPR alleged that Digitalmojo’s application for the mark CONNECT should be refused registration on the basis that it would cause a likelihood of confusion with ConnectPR’s registered mark that is subject to this cancellation proceeding. In the Opposition proceedings, Digitalmojo filed two answers, the first answer to the original Notice of Opposition was filed on September 20, 2010, and the second answer to the Amended Notice of Opposition was filed on January 28, 2011. Digitalmojo does not explain why it could not have filed the grounds alleged in its now proposed Amended Petitions to Cancel with the answers filed in the Opposition proceedings.

Moreover, the allegations in the proposed Amended Petitions to Cancel constitute new grounds that were not present in the originally filed, but improper, Petitions to Cancel in the cancellation proceedings. The new grounds alleged in the proposed Amended Petitions to Cancel, could have, and should have, been included in the originally filed Petitions to Cancel, if not with the answers filed in the Opposition proceedings. *See Media Online Inc. v. El Clasificado Inc.*, 88 USPQ2d 1285, 1286 (TTAB 2008) (motion for leave to amend to add claims of descriptiveness and

fraud denied; petitioner unduly delayed in adding claims which were based on facts within petitioner's knowledge at time petition to cancel was filed). Digitalmojo simply does not explain why it could not have filed the grounds alleged in its now proposed Amended Petitions to Cancel with the originally filed Petitions to Cancel in the cancellation proceedings.

In sum, the grounds set forth in the proposed Amended Petitions to Cancel in this matter could have, and should have, been filed with Digitalmojo's answers filed in the Opposition proceedings on September 20, 2010 or on January 28, 2011, or certainly the grounds should have been included in the original (but improper) Petitions to Cancel filed in the cancellation proceedings. Thus, Digitalmojo's Amended Motion for Leave should be denied on the grounds that the substance of the claims of the proposed Amended Petitions to Cancel constitute compulsory counterclaims that were untimely filed.

III. **IN THE EVENT THE BOARD DENIES DIGITALMOJO'S AMENDED MOTION FOR LEAVE, THE BOARD SHOULD RULE ON CONNECTPR'S MOTIONS TO DISMISS AND ISSUE AN ORDER PRECLUDING DIGITALMOJO FROM FILING FURTHER AMENDED PLEADINGS**

In the event that the Board denies Digitalmojo's Amended Motion for Leave as requested herein, the operative pleadings in the cancellation proceedings will be the originally filed Petitions to Cancel, both of which are currently subject to a motion to dismiss previously filed by ConnectPR. If event this occurs, ConnectPR requests that the Board rule on its motions to dismiss the originally filed Petitions to Cancel.

Further, in the event that the Board denies Digitalmojo's Amended Motion for Leave as requested herein, ConnectPR requests that the Board include in its decision an order precluding Digitalmojo from filing any additional motions for leave to amend its pleadings in the cancellation

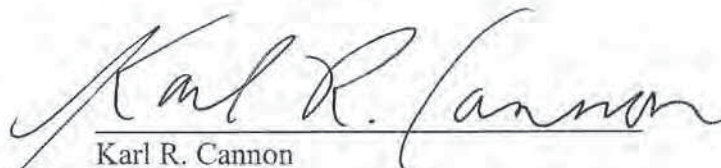
proceedings because Digitalmojo's current Amended Motion for Leave is the second such motion filed in this matter. Including such an order in its decision is proper and appropriate because it is consistent with previous Board decisions. *See, e.g., McDonnell Douglas Corp. v. National Data Corp.*, 228 USPQ 45, 48 (TTAB 1985) (plaintiff had already been allowed two opportunities to perfect its pleading, therefore, the Board did not find that it was in the interests of justice to grant plaintiff an additional opportunity to amend the complaint).

IV. CONCLUSION

Digitalmojo's Amended Motion for Leave must be denied because of the above mentioned deficiencies in the proposed Amended Petitions to Cancel.

Respectfully submitted this 9 day of March, 2012,

Respectfully submitted,


Karl R. Cannon
Brett J. Davis

CLAYTON, HOWARTH & CANNON, P.C.

P.O. Box 1909

Sandy, Utah 84091-1909

Telephone: (801) 255-5335

Facsimile: (801) 255-5338

Attorneys for Respondent

Connect Public Relations, Inc.

S:\CHC Files\T12--\T120--\T12092\A\Memo in Opp to 2nd min to amend.wpd

CERTIFICATE OF SERVICE

I hereby certify that I caused a true and correct copy of the foregoing **RESPONSE IN
OPPOSITION TO DIGITALMOJO'S SECOND AMENDED MOTIONS FOR LEAVE TO
AMEND PETITIONS TO CANCEL** to be served, via first class mail, postage prepaid, on this
9 day of March, 2012, to:

Thomas W. Cook, Esq.
Thomas Cook Intellectual Property Attorneys
3030 Bridgeway, Suite 425-430
Sausalito, California 94965-2810

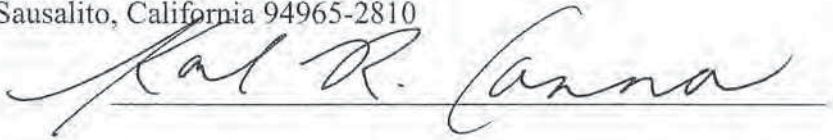


EXHIBIT A



ITU

03-24-2000

EXPRESS MAIL LABEL NO: EK435394746US

U.S. Patent & TMO/TM Mail Rpt Dt. #90

SERVICE MARK

DOCKET NO. T6705.SM

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant:	CONNECT PUBLIC)	
	RELATIONS, INC.)	
Mark:	CONNECTPR)	STATEMENT OF USE
)	BY APPLICANT UNDER
Serial No.	75/456,494)	37 C.F.R. § 2.88
Filing Date:	MARCH 25, 1998)	
International Class:	035)	

Assistant Commissioner for Trademarks
Box ITU
2900 Crystal Drive
Arlington, Virginia 22202-3513

Sir:

The undersigned, Sherri Walkenhorst, declares:

That she is a Partner and Co-Owner of applicant, and as such is properly authorized to execute this Statement of Use on behalf of applicant;

That she believes applicant to be the owner of the mark sought to be registered;

That applicant has used and is using the mark in commerce on or in connection with the goods specified in this application;

That to the best of her knowledge and belief no other person, firm, corporation or association has the right to use

04/13/2000 JHARLEY 00000159 75456494

01 FC:363

100.00 CP

CERTIFICATE OF EXPRESS MAILING

Express Mail Label No.: EK435394746US

Mailed: March 24, 2000

05/09/2000 DLATHAN 00000011 500036 75456943

01 FC:364

150.00

Whereby certify that this correspondence is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. § 1.10 on the date indicated above in an envelope addressed to: BOX ITU, Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513.

Void date: 05/09/2000 DLATHAN 00000011 500036 75456943

01 FC:364

150.00 CR

Karl R. Cannon
Karl R. Cannon

CPR 000626

said mark in commerce, either in the identical form or in such near resemblance thereto as may be likely, when applied to the goods of such other person, to cause confusion, or to cause mistake, or to deceive;

[Applicant first used the above-noted mark at least as early as February, 2000, first used the mark in interstate commerce at least as early as February, 2000, and is now using the mark in commerce;]

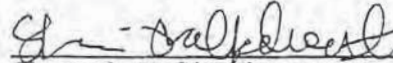
Applicant uses the mark for the same goods as specified in the Examiner's Notice of Allowance, i.e., marketing and market research and consulting services, public and media relations services and sales promotion services, and uses it by applying the mark to the goods and on labels, containers, packaging and other means customary in the trade. Three specimens showing the mark as used in commerce are submitted with this Statement of Use;

That the facts made in this Statement of Use are true; and all statements made of her own knowledge are true and statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that willful false statements may

jeopardize the validity of this application or any registration
resulting from it.

DATED this 23rd day of March, 2000.

CONNECT PUBLIC RELATIONS, INC. .



Sherri Walkenhorst
Partner and Co-Owner

S:\CHC Files\T 6--\T6705\SOU.wpd

**Combined Declaration of Use and Incontestability Under Sections 8 & 15
To the Commissioner for Trademarks:**

REGISTRATION NUMBER: 2366850

REGISTRATION DATE: 07/11/2000

MARK: CONNECTPR

The owner, CONNECT PUBLIC RELATIONS, INC., residing at 80 EAST 100 NORTH, PROVO, UT US 84606, is using the mark in commerce on or in connection with the goods and /or services as follows:

For International Class 035, the owner is using or is using through a related company or licensee the mark in commerce on or in connection with all goods and/or services listed in the existing registration.

The owner is submitting one specimen for each class showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services , consisting of a(n) print from a website (3 pages).

Specimen-1

Specimen-2

Specimen-3

The registrant hereby appoints Karl R. Cannon and Grant R. Clayton, Alan J. Howarth, Clifford B. Vaterlaus, Terrence J. Edwards, Brett J. Davis, Wesley M. Lang of Clayton, Howarth & Cannon, P.C., P.O. Box 1909, Sandy, Utah United States 84091 to submit this Combined Declaration of Use and Incontestability Under Sections 8 & 15 on behalf of the registrant. The attorney docket/reference number is T6705.SM.

A fee payment in the amount of \$300 will be submitted with the form, representing payment for 1 class(es), plus any additional grace period fee, if necessary.

Declaration

The owner is using or is using through a related company or licensee the mark in commerce on or in connection with the goods/services identified above, as evidenced by the attached specimen(s) showing the mark as used in commerce. The mark has been in continuous use in commerce for five consecutive years after the date of registration, or the date of publication under Section 12(c), and is still in use in commerce on or in connection with all goods and/or services as identified above. There has been no final decision adverse to the owner's claim of ownership of such mark for such goods and/or services, or to the owner's right to register the same or to keep the same on the register; and there is no proceeding involving said rights pending and not disposed of either in the Patent and Trademark Office or in the courts.

The undersigned being hereby warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements and the like may jeopardize the validity of this document, declares that he/she is properly authorized to execute this document on behalf of the Owner; and all statements made of his/her own knowledge are true and that all

statements made on information and belief are believed to be true.

Signature: /krc/ Date: 07/11/2006

Signatory's Name: Karl R. Cannon

Signatory's Position: Attorney for Applicant

Mailing Address:

Clayton, Howarth & Cannon, P.C.

P.O. Box 1909

Sandy, Utah 84091

RAM Sale Number: 519

RAM Accounting Date: 07/12/2006

Serial Number: 75456494

Internet Transmission Date: Tue Jul 11 17:10:58 EDT 2006

TEAS Stamp: USPTO/S08N15-69271050-200607111710588574

04-2366850-2001929731bfc8954fb369bb18bb0

7db594-CC-519-20060711170834287775


[Home](#) | [About ConnectPR](#) | [Capabilities](#) | [Experiences](#) | [News](#)

Our Capabilities

[Messaging](#)
[Analyst Relations](#)
[Media Relations](#)
[Writing](#)
[Spokesperson Training](#)

Our Capabilities: Messaging

A clear, concise message is a requirement for a successful media campaign. A common complaint of analysts and reporters is that spokespeople are unable to clearly explain their product. Connect has been helping companies clarify their message for 15 years.

We have a simple process for helping companies build their message. Our process is based on answering the five key questions analysts and media have about any new company or product:

1. What need drives customers to look for your company's solution?
2. What market drivers are making this need more acute as time goes by?
3. What are the alternative ways to meet this need today?
4. What are the shortcomings with these alternatives?
5. How does your solution overcome these shortcomings?

The answers to these five questions form the basis of a clear, concise message. Over the past 15 years we have developed an efficient process to articulate our client's message.

"Connect helped solidify our message. As a result, we've received coverage in a situation that looks at us as innovators. Our inspired approach to identity-driven enterprise has exceeded our expectations."

Steve Gert, Founder/CEO,
United Network Technologies

TRUSTED

San Francisco
415.332.0888
info@connectpr.com

Washington D.C.
202.219.1400
dc@connectpr.com

Provo, Utah
801.224.7450
info@connectpr.com

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Home About Connect PR Capabilities Experience New

Our Experience

[Sample Coverage](#)

[Current Clients](#)

[Past Clients](#)

[Case Studies](#)

Our Experience: Sample Coverage

Connect PR consistently places articles in the country's most influential trade and newspaper periodicals



Connect PR Placements (prior 12 months)
+ Publications (15-310 Placements)

Technology
Enterprise (6675 articles)

Newspapers
(3775 articles)

Business
(2864 articles)

Network World (885)

New York Times (371)

CBS Market

eWEEK (535)
InfoWorld (427)
InfoWeek (417)
Search Security (226)

Washington Post (327)
Phila. Inquirer (95)
Los Angeles Times (75)
Dallas Morning News (72)

MSNBC (Business)
CNN (163)
USA Today
Wall Str.

Technology
Online (2361 articles)

Wire Services
(1130 articles)

Technology Channel

CNET (975)
TechWeb (427)
ZD Net (304)
Security Pipeline (204)
Networking Pipeline (79)

Dow Jones (495)
Reuters (184)
TMC.net (127)
Associated Press (105)
Bloomberg (66)

CRN (628)
VARBusiness
Ziff Davis

Technology
Consumer (911 articles)

Telephony
(266 articles)

Government
(264 articles)

Computerworld (575)
PC Magazine (259)
PC World (186)

Telephony (46)
XCHANGE (35)
VON Magazine (20)
Telephony World (17)

Govt. Con
Fed. Com
Wash. Te

Vertical
(227 articles)

Technology
Business (106 articles)

ICMA Retirement (37)
Advance (10)
Bank Tech. News (8)
ISSA Journal (6)
Syllabus (8)

BoardWatch (50)
Bus. Comm. Review (28)
Red Herring (2)
Entrepreneur (5)

> **Television**: 25 placements

> **Radio**: 60 placements

> **Blogs**

San Francisco
+1 415 222-9691
sf@connectpr.com

Washington D.C.
+1 202 224-5190
dc@connectpr.com

Prattville, AL
+1 205 475-7886
atl@connectpr.com

 **Location** | ©2007 Google | **Powered by** All rights reserved | **Site Map**

ROUTING SHEET TO POST REGISTRATION (PRU)**Registration Number:** 2366850**Serial Number:** 75456494**RAM Sale Number:** 519**RAM Accounting Date:** 20060712**Total Fees:** \$300

Note: Process in accordance with Post Registration Standard Operating Procedure (SOP)

<u>Transaction</u>	<u>Fee Code</u>	<u>Transaction Date</u>	<u>Fee per Class</u>	<u>Number of Classes</u>	<u>Total Fee</u>
§8 affidavit	7205	20060711	\$100	1	\$100
§15 affidavit	7208	20060711	\$200	1	\$200

Physical Location: 900 - FILE REPOSITORY (FRANCONIA)

Lost Case Flag: False

In TICRS (AM-FLG-IN-TICRS): True

Transaction Date: 20060711



[Home](#) [About Connect PR](#) [Capabilities](#) [Experience](#) [News](#)



Our Capabilities

[Messaging](#)

[Analyst Relations](#)

[Media Relations](#)

[Writing](#)

[Spokesperson Training](#)

Our Capabilities: Messaging

A clear, concise message is a requirement for a successful media campaign. A common complaint of analysts and reporters is that spokespeople are unable to clearly explain their product. Connect has been helping companies clarify their message for 15 years.

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4. What are the shortcomings with these alternatives?
5. How does your solution overcome these shortcomings?

The answers to these five questions form the basis of a clear, concise message. Over the past 15 years we have developed an efficient process to articulate our client's message.

"Connect helped solidify our message. As a result, we've received coverage in a short period of time. As a result, an inspired approach to identity-driven enterprise has exceeded our expectations."

Steve Gent, Founder/CEO
Trusted Network Technologies

TRUSTED

Trusted Network Technologies is a member of the ConnectPR network.

San Francisco
415-422-1639
info@connectpr.com

Washington D.C.
202-214-6346
info@connectpr.com

Provo, Utah
801-221-1639
info@connectpr.com

Get ConnectPR on LinkedIn, Facebook, and YouTube. Sign up for our newsletter.



Our Experience

[Sample Coverage](#)
[Current Clients](#)
[Past Clients](#)
[Case Studies](#)

Our Experience: Sample Coverage

Connect PR consistently places articles in the country's most influential trade and newspaper periodicals.



Connect PR Placements (prior 12 months)

> Publications (19,316 Placements)

Technology:
Enterprise (1071 articles)

Newspapers
1177 articles

Business
2804 articles

Network World (585)

New York Times (371)

CBS Market

eWEEK (535)	Washington Post (327)	MSNBC (
InfoWorld (427)	Phila. Inquirer (95)	Business
InfoWeek (417)	Los Angeles Times (75)	CNN (162)
Search Security (226)	Dallas Morning News (72)	USA Today
		Wall Str

Technology Online (236) articles	Wire Services (1130 articles)	Technology Channel (11)
CNET (975)	Dow Jones (495)	GRN (855)
TechWeb (427)	Reuters (184)	VARBusiness (10)
ZD Net (304)	TMCnet (127)	Ziff Davis (10)
Security Pipeline (204)	Associated Press (105)	
Networking Pipeline (79)	Bloomberg (66)	

Technology (Consumer (911 articles)	Telephony (256 articles)	Government (264 articles)
Computerworld (375)	Telephone (46)	Gov. Con.
PC Magazine (258)	XCHANGE (35)	Fed. Com.
PC World (196)	VON Magazine (20)	Wash. Te.
	Telephony World (17)	

Vertical (207 articles)	Technology (business) (100 articles)
ICMA Retirement (37)	BoardWatch (50)
Advance (10)	Bus. Comm. Review (29)
Bank Tech. News (8)	Red Herring (3)
ISSA Journal (8)	Entrepreneur (5)
Syllabus (8)	

• Television 25 placements

* Radio 50 placements

**Combined Declaration of Use and/or Excusable Nonuse/Application for Renewal of
Registration of a Mark under Sections 8 & 9
To the Commissioner for Trademarks:**

REGISTRATION NUMBER: 2366850

REGISTRATION DATE: 07/11/2000

MARK: CONNECTPR

The owner, CONNECT PUBLIC RELATIONS, INC., having an address of
80 EAST 100 NORTH
PROVO, Utah 84606
United States

is filing a Combined Declaration of Use and/or Excusable Nonuse/Application for Renewal of
Registration of a Mark under Sections 8 & 9.

For International Class 035, the mark is in use in commerce on or in connection with **all** goods or services
listed in the existing registration for this specific class; or, the owner is making the listed excusable nonuse
claim.

The owner is submitting one specimen showing the mark as used in commerce on or in connection with
any item in this class, consisting of a(n) prints from registrant's website.

Original PDF file:

SPN0-69271050-183803548_._35-SPECIMEN_1-Results.pdf

Converted PDF file(s) (1 page)

Specimen File1

Original PDF file:

SPN0-69271050-183803548_._35-SPECIMEN_2-Focus.pdf

Converted PDF file(s) (1 page)

Specimen File1

Original PDF file:

SPN0-69271050-183803548_._35-SPECIMEN_3-Media_Relations.pdf

Converted PDF file(s) (2 pages)

Specimen File1

Specimen File2

Original PDF file:

SPN0-69271050-183803548_._35-SPECIMEN_4-Sample_Coverage.pdf

Converted PDF file(s) (2 pages)

Specimen File1

Specimen File2

The registrant hereby appoints KARL R CANNON and Grant R. Clayton, Alan J. Howarth, Terrence J. Edwards, Brett J. Davis, Kerry W. Brown, Weili Cheng, Wesley M. Lang, David N. Preece of CLAYTON HOWARTH & CANNON, P.C.

P.O. Box 1909

SANDY, Utah 84091

United States

to file this Combined Declaration of Use and/or Excusable Nonuse/Application for Renewal of Registration of a Mark under Sections 8 & 9 on behalf of the registrant. The attorney docket/reference number is T6705.

A fee payment in the amount of \$500 will be submitted with the form, representing payment for 1 class(es), plus any additional grace period fee, if necessary.

Declaration

Section 8: Declaration of Use in Commerce

Unless the owner has specifically claimed excusable nonuse, the mark is in use in commerce on or in connection with the goods and/or services identified above, as evidenced by the attached specimen(s) showing the mark as used in commerce.

Section 9: Application for Renewal

The registrant requests that the registration be renewed for the goods and/or services identified above.

The undersigned being hereby warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements and the like may jeopardize the validity of this document, declares that he/she is properly authorized to execute this document on behalf of the Owner; and all statements made of his/her own knowledge are true and that all statements made on information and belief are believed to be true.

Signature: /krc/ Date: 07/02/2010

Signatory's Name: Karl R. Cannon

Signatory's Position: Attorney of Record, Utah Bar Member

Mailing Address (current):

CLAYTON HOWARTH & CONNON, PC

P O BOX 1219

SANDY, Utah 84091

Mailing Address (proposed):

CLAYTON HOWARTH & CANNON, P.C.

P.O. Box 1909

SANDY, Utah 84091

Serial Number: 75456494

Internet Transmission Date: Fri Jul 02 18:41:38 EDT 2010

TEAS Stamp: USPTO/S08N09-69.27.10.50-201007021841388

36660-2366850-460ead69ae9d8729750fbc02da

eb17fb26-CC-4549-20100702183803548385

[illegible]

1997-2001

Conclusion

About Contact: The book is available at <http://www.oxfordjournals.org/doi/10.1093/acprof:oso/9780199296523.001.0001>

There is also a lot of talk about the importance of "quality" and "quantity" of research. But what does this mean? It is not the same as the "quality" and "quantity" of the work itself. The work is a product of the research process, and it is the process that is important.

- [illegible]

On a coarse time scale, it is not surprising that we observe the fast increase of the estimated $\hat{\Gamma}$ associated with the large fraction of non-terminating events.



5496 JIN ET AL.

1. **Identify the problem.**
 2. **Identify the cause.**
 3. **Identify the effect.**
 4. **Identify the solution.**

No. 100,000,000

Our Capabilities, Media Relations

Figure 1. The β values at each site were used to identify the most appropriate β to use in the model. The β values were used to identify the most appropriate β to use in the model.

- Free electron
 - I move to the right
 - I hit pin
 - Cap on the pin
 - Goodbye to the pin
 - Freezing 0°C & 32°F
 - Long-term studies
 - Endless study
 - Frictionless & homogeneous
 - Idealized calibration (nothing more than so the potential difference is continuous, actually)
- Experimenting for clients is a necessity for those who

The Unfinished Project

• **Control of the environment** – e.g. lighting, heat, humidity, noise, odour, fresh air, food, etc. – to help all organisms to grow. • **Control of growth** – e.g. growth is affected by hormones and by light. • **Control of reproduction** – e.g. reproduction is affected by hormones and by light.

Connecticut's Department of Transportation
271 Farmington Avenue, 3rd Floor, Hartford, CT 06103
Tel: 860-418-3000, Fax: 860-418-3001
www.ct.gov/transportation

Windows Internet Explorer

File Edit View Favorites Tools Help

File Edit View Favorites Tools Help

File Edit View Favorites Tools Help

File Edit View Favorites Tools Help

Section: Physics (201) & associated topics (105)
 Hepburn Physics (71) Mathematics (64)

Isotropy
 Geometric optics (105)

Geometric optics (105)
 Physics (105)
 Physics (105)

Isotropy
 Geometric optics (105)
 Mathematics (64)

Geometric optics (105)
 Physics (105)
 Physics (105)

Vertical
 Isotropy

Isotropy
 Geometric optics (105)

Vertical
 Isotropy
 Geometric optics (105)
 Physics (105)
 Physics (105)

Vertical
 Isotropy

Vertical
 Isotropy

Vertical
 Isotropy

Vertical
 Isotropy

Connecticut's public information - Monitor official public information in Connecticut

Connecticut.com

The EAP - New England Law

Page 123

Connecticut's public information



Connecticut.com

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Our Experience: Sample Coverage

Connecticut's public information - Monitor official public information in Connecticut

InfoWorld

THE WALL STREET JOURNAL

12.10.09 10:00 AM EST

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WSTN

WSTN

630/2010 3.3.14.13 4.15

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THE EAST AFRICAN

EXAMPLE 10

ed. Adolf H. Hildebrandt

[illegible]

CPR 000550

ROUTING SHEET TO POST REGISTRATION (PRU)**Registration Number:** 2366850**Serial Number:** 75456494**RAM Sale Number:** 4549**RAM Accounting Date:** 20100706**Total Fees:** \$500

Note: Process in accordance with Post Registration Standard Operating Procedure (SOP)

<u>Transaction</u>	<u>Fee Code</u>	<u>Transaction Date</u>	<u>Fee per Class</u>	<u>Number of Classes</u>	<u>Number of Classes Paid</u>	<u>Total Fee</u>
§8 affidavit	7205	20100702	\$100	1	1	\$100
Application for Renewal (§9)	7201	20100702	\$400	1	1	\$400

Physical Location: 900 - FILE REPOSITORY (FRANCONIA)

Lost Case Flag: False

In TICRS (AM-FLG-IN-TICRS): True

Transaction Date: 20100702



477-480 (1995)

The first anniversary of the 9/11 attacks is 2008. As Congress and officials prepare for the bicentennial of the Emancipation Proclamation, it is worth reflecting on the role of the American Colonization Society.

- [illegible]

Let \mathbf{A} denote the $n \times n$ matrix that assigns matrices to the test 15 problems. Suppose that \mathbf{A} is a random matrix of size $n \times n$ with entries

С. 11

“I was the only one who was not a victim,” he said. “I was the only one who was not a victim.”

Home About Us Contact Us Privacy Policy Terms of Service



About Connect PR for us

Connect PR is a leading provider of public relations and media relations services for small and medium-sized businesses. We have a proven track record of helping our clients achieve their business goals through strategic communication.

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NETWORK

Connect PR is a leading provider of public relations and media relations services for small and medium-sized businesses. We have a proven track record of helping our clients achieve their business goals through strategic communication.





Ch. 10: Introduction to



COMPONENT - PUBLIC RELATIONS - WINDPARK INFORMATION REPORT (provided by Yahoo)

COMPONENT - PUBLIC RELATIONS

The following are the results of the search for the component.

1. Results of the search for the component.

COMPONENT - PUBLIC RELATIONS

Secondly, the following results were obtained from the search for the component.

Thirdly, the following results were obtained from the search for the component.

Fourthly, the following results were obtained from the search for the component.

Fifthly, the following results were obtained from the search for the component.

Sixthly, the following results were obtained from the search for the component.

Seventhly, the following results were obtained from the search for the component.

Eighthly, the following results were obtained from the search for the component.

Ninthly, the following results were obtained from the search for the component.

Tenthly, the following results were obtained from the search for the component.

Eleventhly, the following results were obtained from the search for the component.

Twelfthly, the following results were obtained from the search for the component.

Thirteenthly, the following results were obtained from the search for the component.

Fourteenthly, the following results were obtained from the search for the component.

Fifteenthly, the following results were obtained from the search for the component.

Sixteenthly, the following results were obtained from the search for the component.

Seventeenthly, the following results were obtained from the search for the component.

Eighteenthly, the following results were obtained from the search for the component.

Nineteenthly, the following results were obtained from the search for the component.

Twentiethly, the following results were obtained from the search for the component.

Twenty-firstly, the following results were obtained from the search for the component.

Twenty-secondly, the following results were obtained from the search for the component.

Twenty-thirdly, the following results were obtained from the search for the component.

Twenty-fourthly, the following results were obtained from the search for the component.

Twenty-fifthly, the following results were obtained from the search for the component.

Twenty-sixthly, the following results were obtained from the search for the component.

Twenty-seventhly, the following results were obtained from the search for the component.

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ISBN 978-0-07-330110-0

10 9 8 7 6 5 4 3 2 1

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Our Experience

Our Experience
Our Experience
Our Experience
Our Experience

Our Experience: Sample Coverage

Our Experience: Sample Coverage

InfoWorld

THE WALL STREET JOURNAL

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For information, contact us at 1-800-828-6882

Journal of the Board of Directors - White Sulphur Springs, Wyoming

The Board met at 6:00 PM on Monday, June 15, 1993.

Present: Mr. [Name], Mr. [Name], Mr. [Name]

Not Present: Mr. [Name]

Minutes of the previous meeting were read and approved.

Resolution 1993-01 was read and approved.

Resolution 1993-02 was read and approved.

Resolution 1993-03 was read and approved.

Resolution 1993-04 was read and approved.

Resolution 1993-05 was read and approved.

Resolution 1993-06 was read and approved.

Resolution 1993-07 was read and approved.

Resolution 1993-08 was read and approved.

Resolution 1993-09 was read and approved.

Resolution 1993-10 was read and approved.

Resolution 1993-11 was read and approved.

Resolution 1993-12 was read and approved.

Resolution 1993-13 was read and approved.

Attest:

EXHIBIT B

ITU

EXPRESS

EXPRESS MAIL LABEL NO. EK435394746US

SERVICE MARK
ATTORNEY DOCKET NO. T6671.SM



03-24-2000

U.S. Patent & TMO/TM Mail Rpt Dt. #30

THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: CONNECT PUBLIC)
RELATIONS, INC.)
Mark: CONNECT PUBLIC)
RELATIONS)
Serial No.: 75/456,519)
Filing Date: MARCH 28, 1998)
International Class: 035)

**STATEMENT OF USE BY
APPLICANT UNDER 37
C.F.R. § 2.88**

Assistant Commissioner for Trademarks
BOX ITU
2900 Crystal Drive
Arlington, Virginia 22202-3513

Sir:

The undersigned Sherri Walkenhorst declares:

That she is a Partner and Co-Owner of applicant, and as such
is properly authorized to execute this Statement of Use on behalf
of the applicant;

That she believes applicant to be the owner of the mark sought
to be registered;

CERTIFICATE OF EXPRESS MAILING

Express Mail Label No. EK435394746US
Mailed: March 24, 2000

I hereby certify that this correspondence is being deposited with the United States Postal
Service "Express Mail Post Office to Addressee" service under 37 C.F.R. § 1.10 on the date
indicated above in an envelope addressed to: Box ITU, Assistant Commissioner for Trademarks,
2900 Crystal Drive, Arlington, Virginia 22202-3513.

04/17/2000 LNUCKELS 00000155 75456519

01 FC:363

100.00 DP

Karl R. Cannon
Karl R. Cannon

CPR 000440

That applicant has used and is using the mark in commerce on or in connection with the goods specified in this application;

That to the best of her knowledge and belief no other person, firm, corporation or association has the right to use said mark in commerce, either in the identical form or in such near resemblance thereto as may be likely, when applied to the goods of such other person, to cause confusion, or to cause mistake, or to deceive;

Applicant first used the above-noted mark at least as early as May, 1998, first used the mark in interstate commerce at least as early as May, 1998, and is now using the mark in commerce.

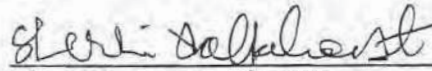
Applicant uses the mark for the same goods as specified in the Examiner's Notice of Allowance, i.e., marketing and market research and consulting services; public and media relations services and sales promotion services and uses it by applying the mark to brochures and other means customary in the trade. Three specimens showing the mark as used in commerce are submitted with this application.

That the facts made in this application are true; and all statements made of her own knowledge are true and statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United

States Code and that willful false statements may jeopardize the validity of this application or any registration resulting from it.

DATED this 23rd day of March, 2000.

CONNECT PUBLIC RELATIONS, INC.



Sherri Walkenhorst
Partner and Co-Owner

S:\CHC Files\T 6--\T6671\SOU.wpd

**Combined Declaration of Use and Incontestability Under Sections 8 & 15
To the Commissioner for Trademarks:**

REGISTRATION NUMBER: 2373504

REGISTRATION DATE: 08/01/2000

MARK: CONNECT PUBLIC RELATIONS

The owner, CONNECT PUBLIC RELATIONS, INC., residing at 80 EAST 100 NORTH, PROVO, UT US 84606, is using the mark in commerce on or in connection with the goods and /or services as follows:

For International Class 035, the owner is using or is using through a related company or licensee the mark in commerce on or in connection with all goods and/or services listed in the existing registration.

The owner is submitting one specimen for each class showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services , consisting of a(n) print from a website (3 pages).

Specimen-1

Specimen-2

Specimen-3

The registrant hereby appoints Karl R. Cannon and Grant R. Clayton, Alan J. Howarth, Clifford B. Vaterlaus, Terrence J. Edwards, Brett J. Davis, Wesley M. Lang of Clayton, Howarth & Cannon, P.C., P.O. Box 1909, Sandy, Utah United States 84091 to submit this Combined Declaration of Use and Incontestability Under Sections 8 & 15 on behalf of the registrant. The attorney docket/reference number is T6671.

A fee payment in the amount of \$300 will be submitted with the form, representing payment for 1 class(es), plus any additional grace period fee, if necessary.

Declaration

The owner is using or is using through a related company or licensee the mark in commerce on or in connection with the goods/services identified above, as evidenced by the attached specimen(s) showing the mark as used in commerce. The mark has been in continuous use in commerce for five consecutive years after the date of registration, or the date of publication under Section 12(c), and is still in use in commerce on or in connection with all goods and/or services as identified above. There has been no final decision adverse to the owner's claim of ownership of such mark for such goods and/or services, or to the owner's right to register the same or to keep the same on the register; and there is no proceeding involving said rights pending and not disposed of either in the Patent and Trademark Office or in the courts.

The undersigned being hereby warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements and the like may jeopardize the validity of this document, declares that he/she is properly authorized to execute this document on behalf of the Owner; and all statements made of his/her own knowledge are true and that all

statements made on information and belief are believed to be true.

Signature: /krc/ Date: 08/01/2006

Signatory's Name: Karl R. Cannon

Signatory's Position: Attorney for Applicant

Mailing Address:

Clayton, Howarth & Cannon, P.C.

P.O. Box 1909

Sandy, Utah 84091

RAM Sale Number: 881

RAM Accounting Date: 08/02/2006

Serial Number: 75456519

Internet Transmission Date: Tue Aug 01 20:44:32 EDT 2006

TEAS Stamp: USPTO/S08N15-69271050-200608012044328637

99-2373504-200f0bf61a3311e061679746dd9db

a2d9b-CC-881-20060801204102563079


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Our Capabilities

[Messaging](#)
[Analyst Relations](#)
[Media Relations](#)
[Writing](#)
[Spokesperson Training](#)

Our Capabilities: Messaging

A clear, concise message is a requirement for a successful media campaign. A common complaint of analysts and reporters is that spokespeople are unable to clearly explain their product. Connect has been helping companies clarify their message for 15 years.

We have a simple process for helping companies build their message. Our process is based on answering the five key questions analysts and media have about any new company or product:

1. What need drives customers to look for your company's solution?
2. What market drivers are making this need more acute as time goes by?
3. What are the alternative ways to meet this need today?
4. What are the shortcomings with these alternatives?
5. How does your solution overcome these shortcomings?

The answers to these five questions form the basis of a clear, concise message. Over the past 15 years, we have developed an efficient process to articulate our client's message.

"Connect helped solidify our message. As a result, we've received coverage in a short time frame. It was an inspired approach. I highly recommend Connect. Our coverage has exceeded our expectations."

Steve Gant, Founder/CEO,
Trusted Network Technologies

TRUSTED

Gary Francisco
410-223-6400
gfr@connectpr.com

Washington D.C.
1701-204-0390
dc@connectpr.com

Provo, Utah
1-801-375-7580
ut@connectpr.com

ConnectPR™ | 1507 Lyndon B. Ave. | Suite 200 | Dallas, TX 75201 | www.connectpr.com | info@connectpr.com



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Our Experience

[Sample Coverage](#)

[Current Clients](#)

[Past Clients](#)

[Case Studies](#)

Our Experience: Sample Coverage

Connect PR consistently places articles in the country's most influential trade, and newspaper periodicals.



Connect PR Placements (prior 12 months)

> Publications (10,318 Placements)

Technology
Enterpris (6,679 articles)

Newspapers
(3,779 articles)

Business
(2804 articles)

Network World (885)

New York Times (371)

CBS Mark

eWEEK (535)	Washington Post (327)	MSNBC (
InfoWorld (427)	Phila. Inquirer (95)	Business
InfoWeek (417)	Los Angeles Times (75)	CNN (163)
Search Security (226)	Dallas Morning News (72)	USA Today
		Wall Street

Technology	Wire Services	Technology
Online (2301 articles)	(1130 articles)	Channel 2
CNET (935)	Dow Jones (495)	CNN (88)
TechWeb (427)	Reuters (184)	VARBusi
ZD Net (304)	TMCnet (127)	Ziff Davis
Security Pipeline (204)	Associated Press (105)	
Networking Pipeline (79)	Bloomberg (66)	

Technology	Telephony	Government
Consumer (911 articles)	(266 articles)	(264 articles)
Computerworld (375)	Telephony (46)	Gov. Con
PC Magazine (259)	XCHANGE (35)	Fed. Con
PC World (198)	VON Magazine (20)	Wash. Te
	Telephony World (17)	

Vertical	Technology
(227 articles)	Business (106 articles)
ICMA Retirement (37)	BoardWatch (50)
Advance (10)	Bus. Comm. Review (28)
Bank Tech. News (8)	Red Herring (3)
ISSA Journal (8)	Entrepreneur (5)
Syllabus (8)	

> **Television** 28 placements

> **Radio** 60 placements

> **Blogs**

San Francisco	Washington D.C.	Provo, Utah
(415) 522-8888	(703) 234-3333	(801) 221-1988
usa@connectpr.com	dc@connectpr.com	utah@connectpr.com

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ROUTING SHEET TO POST REGISTRATION (PRU)

Registration Number: 2373504



Serial Number: 75456519



RAM Sale Number: 881

RAM Accounting Date: 20060802

Total Fees: \$300

Note: Process in accordance with Post Registration Standard Operating Procedure (SOP)

<u>Transaction</u>	<u>Fee Code</u>	<u>Transaction Date</u>	<u>Fee per Class</u>	<u>Number of Classes</u>	<u>Total Fee</u>
§8 affidavit	7205	20060801	\$100	1	\$100
§15 affidavit	7208	20060801	\$200	1	\$200

Physical Location: 900 - FILE REPOSITORY (FRANCONIA)

Lost Case Flag: False

In TICRS (AM-FLG-IN-TICRS): True

Transaction Date: 20060801




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Our Capabilities

[Messaging](#)
[Analyst Relations](#)
[Media Relations](#)
[Writing](#)
[Spokesperson Training](#)

Our Capabilities: Messaging

A clear, concise message is a requirement for a successful media campaign. A common complaint of analysts and reporters is that spokespeople are unable to clearly explain their product. Connect has been helping companies clarify their message for 15 years.

"Connect helped solidify. As a result, we've received coverage in a short time. We look at us as innovative, an inspired approach to identity-driven enterprise. **has exceeded our expectations.**"

Serge Gant, Founder CEO, Trusted Networks Technology

We have a simple process for helping companies build their message. Our process is based on answering the five key questions analysts and media have about any new company or product:

TRUSTED

1. What need drives customers to look for your company's solution?
2. What market drivers are making this need more acute as time goes by?
3. What are the alternative ways to meet this need today?
4. What are the shortcomings with these alternatives?
5. How does your solution overcome these shortcomings?

The answers to these five questions form the basis of a clear, concise message. Over the past 15 years, we have developed an efficient process to articulate our client's message.

San Francisco
415.399.0099
info@connectpr.com

Washington D.C.
202.244.6300
dc@connectpr.com

Provo, Utah
801.221.4880
info@connectpr.com

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Our Experience

Sample Coverage

Current Clients

Past Clients

Case Studies

Our Experience: Sample Coverage

Connect PR consistently places articles in the country's most influential, and newspaper periodicals



Connect PR Placements (prior 12 months)
» Publications (19,316 Placements)

Technology
Entrepreneur (1,079 articles)

Newspapers
(3,770 articles)

Business
(280+ articles)

Network World (885)

New York Times (371)

CBS Mar-

eWEEK (535)	Washington Post (327)	MSNBC (1)
InfoWorld (427)	Phila. Inquirer (95)	Business (1)
InfoWeek (417)	Los Angeles Times (75)	CNN (163)
Search Security (226)	Dallas Morn. News (72)	USA Tod.
		Wall Str.

Technology:	Wire Services:	Technology:
Online (236) articles)	(1130 articles)	Channel (1)
CNET (975)	Dow Jones (495)	CRM (889)
TechWeb (427)	Reuters (194)	VARBusin
ZD Net (304)	TMC net (127)	Ziff Davis
Security Pipeline (204)	Associated Press (105)	
Networking Pipeline (79)	Bloomberg (66)	

Technology:	Telephony:	Government:
Consumer (911 articles)	(266 articles)	(264 articles)
Computerworld (375)	Telephony (481)	Govt. Con
PC Magazine (259)	XCHANGE (35)	Fed. Con
PC World (196)	VON Magazine (20)	Wash. Te
	Telephony World (17)	

Vertical:	Technology:
(227 articles)	Business (106 articles)
ICMA Retirement (57)	BoardWatch (50)
Advance (10)	Bus. Comm. Review (29)
Bank Tech. News (8)	Red Herring (3)
ISSA Journal (8)	Entrepreneur (5)
Syllabus (8)	

> **Television:** 25 placements

> **Radio:** 60 placements

> **Blogs:**

San Francisco	Washington D.C.	Provo, Utah
(414) 255-9891	(202) 234-9330	(801) 375-7226
info@connectpr.com	info@connectpr.com	info@connectpr.com

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SIGNATURE SECTION**SIGNATURE** /krc/**SIGNATORY'S NAME** Karl R. Cannon**SIGNATORY'S POSITION** Attorney of Record, Utah Bar Member**DATE SIGNED** 08/02/2010**PAYMENT METHOD** CC**FILING INFORMATION****SUBMIT DATE** Mon Aug 02 19:24:02 EDT 2010**TEAS STAMP** USPTO/S08N09-69.27.10.50-
20100802192402273192-2373
504-4708e6de8a4a8e7cc718f
d9857c538d8-CC-5970-20100
802190253397218

USPTO FILED 8/2/2010
FMS No. 06/51-02/25

**Combined Declaration of Use and/or Excusable Nonuse/Application for Renewal of
Registration of a Mark under Sections 8 & 9
To the Commissioner for Trademarks:**

REGISTRATION NUMBER: 2373504**REGISTRATION DATE:** 08/01/2000**MARK:** CONNECT PUBLIC RELATIONS

The owner, CONNECT PUBLIC RELATIONS, INC., a corporation of Utah, having an address of
80 EAST 100 NORTH
PROVO, Utah 84606
United States

is filing a Combined Declaration of Use and/or Excusable Nonuse/Application for Renewal of
Registration of a Mark under Sections 8 & 9.

For International Class 035, the mark is in use in commerce on or in connection with **all** goods or services
listed in the existing registration for this specific class: Marketing and market research and consulting

services; public and media relations services and sales promotion services ; or, the owner is making the listed excusable nonuse claim.

The owner is submitting one specimen showing the mark as used in commerce on or in connection with any item in this class, consisting of a(n) prints from Registrant's website.

JPG file(s):

Specimen File1

Specimen File2

Specimen File3

Specimen File4

Original PDF file:

SPN0-69271050-190253397_035-SPECIMEN_5.pdf

Converted PDF file(s) (3 pages)

Specimen File1

Specimen File2

Specimen File3

Original PDF file:

SPN0-69271050-190253397_035-SPECIMEN_6.pdf

Converted PDF file(s) (2 pages)

Specimen File1

Specimen File2

The registrant's current Attorney Information: KARL R CANNON of CLAYTON HOWARTH & CANNON PC

PO BOX 1909

SANDY, Utah (UT) 84091

United States (USX)

The registrant's proposed Attorney Information: KARL R CANNON of CLAYTON HOWARTH & CANNON PC

PO BOX 1909

SANDY, Utah (UT) 84091

United States (USX)

The docket/reference number is T6671.

The phone number is 801-255-5335.

The fax number is 801-255-5338.

The email address is docketclerk@chepat.com.

The registrant's current Correspondence Information:

The registrant's proposed Correspondence Information: KARL R CANNON of CLAYTON HOWARTH & CANNON PC

PO BOX 1909

SANDY, Utah (UT) 84091
United States (USX)
The docket/reference number is T6671.

The phone number is 801-255-5335.

The fax number is 801-255-5338.

The email address is docketclerk@chcpat.com.

A fee payment in the amount of \$500 will be submitted with the form, representing payment for 1 class(es), plus any additional grace period fee, if necessary.

Declaration

Section 8: Declaration of Use in Commerce

Unless the owner has specifically claimed excusable nonuse, the mark is in use in commerce on or in connection with the goods and/or services identified above, as evidenced by the attached specimen(s) showing the mark as used in commerce.

Section 9: Application for Renewal

The registrant requests that the registration be renewed for the goods and/or services identified above.

The undersigned being hereby warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements and the like may jeopardize the validity of this document, declares that he/she is properly authorized to execute this document on behalf of the Owner; and all statements made of his/her own knowledge are true and that all statements made on information and belief are believed to be true.

Signature: /krc/ Date: 08/02/2010
Signatory's Name: Karl R. Cannon
Signatory's Position: Attorney of Record, Utah Bar Member

Mailing Address (**current**):
CLAYTON HOWARTH & CANNON PC
PO BOX 1909
SANDY, Utah 84091

Mailing Address (**proposed**):
CLAYTON HOWARTH & CANNON PC
PO BOX 1909
SANDY, Utah 84091

Serial Number: 75456519
Internet Transmission Date: Mon Aug 02 19:24:02 EDT 2010

TEAS Stamp: USPTO/S08N09-69.27.10.50-201008021924022
73192-2373504-4708e6de8a4a8e7cc718fd9857
c538d8-CC-5970-20100802190253397218



Connecting Companies
that Connect the World



Connect earned our loyalty by
being one of "Latin"
and "The World"
of all Public Relations



Thanks to Connect PR
Siemens was able to get an
exclusive for a new product
and a new service.

Home About ConnectPR Capabilities Benefits How to Register Contact

Connectivity has been our backbone for 18 years.
Our extensive network of analysts and press contacts,
combined with our more than 1,700 analysts, provides
a reliable and secure way to connect the leading PR
firms to connectivity companies.

Business & Media & Culture

13 October 2006
The Siemens Group
has been granted full
access to the

ConnectPR.com
You have a choice
of information at
all times to access





About Connect Plus Results

The four members of the F4 Trio have all a part in the history of their respective records. You can check a day. Consider that by the last 12 months alone, they

Summary

“And so, to answer your question, I don’t think it’s a good idea to get out of the country and go to school. With a chance like this, we find that more is done than said.”

- Secured by a seal of Jethro's with 294 staples at the base
- Covered by a 10 x 10 inches to 1.833 palm-leaf
- Wrapped with a 1/4 inch of parchment
- Written by user (about 317 notched notches and 186 gaps in length)

of 2004 was the only available data for the last 12 months. Camera Traps recorded the eye movements of each of the 100 subjects.



Our Capabilities

- Marketing
- Product Development
- Public Relations
- Social Media
- Video Production
- Web Development

Our Capabilities: Messaging

A clear, concise message is a prerequisite for a successful public relations campaign. The right message is essential to the success of any public relations campaign. It is the key to the success of any public relations campaign. It is the key to the success of any public relations campaign. It is the key to the success of any public relations campaign.

Our team of experts is ready to help you develop a clear, concise message that will resonate with your target audience. We will work with you to identify your key messages and develop a strategy to deliver them effectively. Our team of experts is ready to help you develop a clear, concise message that will resonate with your target audience. We will work with you to identify your key messages and develop a strategy to deliver them effectively.

1. What are the key messages you want to convey?
2. What are the key messages you want to convey?
3. What are the key messages you want to convey?
4. What are the key messages you want to convey?
5. What are the key messages you want to convey?

Our team of experts is ready to help you develop a clear, concise message that will resonate with your target audience. We will work with you to identify your key messages and develop a strategy to deliver them effectively. Our team of experts is ready to help you develop a clear, concise message that will resonate with your target audience. We will work with you to identify your key messages and develop a strategy to deliver them effectively.

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TRUSTED BY THE WORLD

Public Solution - Windows Security Center

File Edit View Favorites Tools Help
 Windows Security Center
 Windows Security Center

Connect For Placement (from 12 results)
 2. P. (from 12 results)

Technology	Manufacturer	Business Press
Microsoft Windows (95/98/NT/2000/XP/Vista/7)	Microsoft	Microsoft
Microsoft Windows (95/98/NT/2000/XP/Vista/7)	Microsoft	Microsoft
Microsoft Windows (95/98/NT/2000/XP/Vista/7)	Microsoft	Microsoft
Microsoft Windows (95/98/NT/2000/XP/Vista/7)	Microsoft	Microsoft
Microsoft Windows (95/98/NT/2000/XP/Vista/7)	Microsoft	Microsoft

Technology	Manufacturer	Business Press
Microsoft Windows (95/98/NT/2000/XP/Vista/7)	Microsoft	Microsoft
Microsoft Windows (95/98/NT/2000/XP/Vista/7)	Microsoft	Microsoft
Microsoft Windows (95/98/NT/2000/XP/Vista/7)	Microsoft	Microsoft
Microsoft Windows (95/98/NT/2000/XP/Vista/7)	Microsoft	Microsoft
Microsoft Windows (95/98/NT/2000/XP/Vista/7)	Microsoft	Microsoft

Technology	Manufacturer	Business Press
Microsoft Windows (95/98/NT/2000/XP/Vista/7)	Microsoft	Microsoft
Microsoft Windows (95/98/NT/2000/XP/Vista/7)	Microsoft	Microsoft
Microsoft Windows (95/98/NT/2000/XP/Vista/7)	Microsoft	Microsoft
Microsoft Windows (95/98/NT/2000/XP/Vista/7)	Microsoft	Microsoft
Microsoft Windows (95/98/NT/2000/XP/Vista/7)	Microsoft	Microsoft

Company: [redacted] Address: [redacted] Phone: [redacted]

Company: [redacted]

File: [redacted] [redacted]

Project: [redacted] [redacted]

Project: [redacted]

Page: [redacted] [redacted] [redacted] [redacted]

Technology

Company: [redacted]

Technology: [redacted]

Equipment: [redacted]

Company: [redacted]

Technology: [redacted]

Equipment: [redacted]

Technology: [redacted]

Medical

Company: [redacted]

Technology: [redacted]

Company: [redacted]

Technology: [redacted]

Equipment: [redacted]

Company: [redacted]

Technology: [redacted]

Equipment: [redacted]

Biotech

Company: [redacted]

Technology: [redacted]

Equipment: [redacted]

Electronics

Company: [redacted]

Technology: [redacted]

Equipment: [redacted]



Our Capabilities

- Advertising
- Public Relations
- Social Media
- Content Strategy
- Crisis Management
- Reputation Management
- Media Training
- Event Planning
- Analytics
- Consulting
- Training
- Research
- Writing
- Design
- Production
- Distribution
- Evaluation

Our Capabilities: Media Relations

Connect's media relations team can help you reach the right audience with the right message. We'll work with you to develop a media strategy that aligns with your business goals and objectives. Our team will then execute the strategy, ensuring that your message is delivered effectively and efficiently.

- Press Release Writing
- Media Pitching
- Media Training
- Crisis Management
- Reputation Management
- Event Planning
- Analytics
- Consulting
- Training
- Research
- Writing
- Design
- Production
- Distribution
- Evaluation

Our Capabilities: Social Media

Connect's social media team can help you build a strong online presence and engage with your target audience. We'll work with you to develop a social media strategy that aligns with your business goals and objectives. Our team will then execute the strategy, ensuring that your message is delivered effectively and efficiently.

- Social Media Strategy
- Content Creation
- Community Management
- Analytics
- Consulting
- Training
- Research
- Writing
- Design
- Production
- Distribution
- Evaluation

Connect Public Relations is a leading provider of media relations and social media services. We have a proven track record of helping our clients achieve their business goals and objectives. Contact us today to learn more about our services and how we can help you.

Document Title: Public Release

Document Title: Public Release

Document Title: Public Release

Document Title: Public Release

Document Title: Public Release

Document Title: Public Release

Document Title: Public Release

Document Title: Public Release

Document Title: Public Release

Document Title: Public Release

ROUTING SHEET TO POST REGISTRATION (PRU)**Registration Number:** 2373504**Serial Number:** 75456519**RAM Sale Number:** 5970**RAM Accounting Date:** 20100803**Total Fees:** \$500

Note: Process in accordance with Post Registration Standard Operating Procedure (SOP)

<u>Transaction</u>	<u>Fee Code</u>	<u>Transaction Date</u>	<u>Fee per Class</u>	<u>Number of Classes</u>	<u>Number of Classes Paid</u>	<u>Total Fee</u>
§8 affidavit	7205	20100802	\$100	1	1	\$100
Application for Renewal (§9)	7201	20100802	\$400	1	1	\$400

Physical Location: 900 - FILE REPOSITORY (FRANCONIA)

Lost Case Flag: False

In TICRS (AM-FLG-IN-TICRS): True

Transaction Date: 20100802



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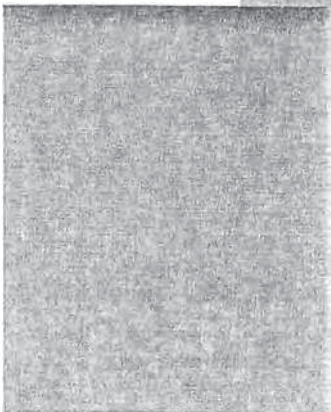
About Connect PR Tools

About Connect PR
People
Foundation of Success
Results
Reputation
Connections

Connect PR is always helping to
provide second and customer
contacts. We are always
helping people at the same
time. We are always helping
people connect with each other.
We are always helping to
help people connect with each other.
We are always helping to
help people connect with each other.

NETWORK

Connect PR is always helping to
provide second and customer
contacts. We are always
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time. We are always helping
people connect with each other.
We are always helping to
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help people connect with each other.





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About Connect PR Results

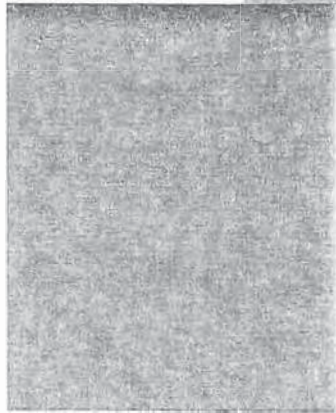
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With over 10 years of experience in the public relations industry, SYNOPSIS has established a reputation for providing high-quality, cost-effective public relations services to our clients.





Our Capabilities

- Strategic Planning
- Media Relations
- Crisis Management
- Social Media

Our Capabilities Message

Public relations is a strategic communication tool that is essential to the success of any organization. It is the art and science of managing the flow of information between an organization and its various publics. Public relations is a discipline that is constantly evolving, and it is one that is essential to the success of any organization.

TRUSTED **REPUTATION**

1. What is the purpose of the message?
2. What is the target audience?
3. What are the key messages?
4. What are the channels of communication?
5. What is the timeline?

Our message for these 10 questions from the perspective of a client who is looking for a public relations firm to help them achieve their goals. Our message is that we are a firm that is committed to helping our clients achieve their goals.

[illegible]

Original 50% rubber	Technique Drying in the air	Temperature 140°C (equivalent to 150°C)
ACM Element (5%)		Cold-chamber (2)
Styrene (10)		Emulsion (5)
But. acid. Hex. oil		
IGC 20, 100, 25		
Table 2		



100
90
80
70
60
50
40
30
20
10
0

[illegible]

Abstract

Our Capabilities, Media Relations

Comparative studies between African and European societies, and particularly between Africa and Asia, are still in their infancy. The comparative study of Africa and Asia is still in its infancy. The comparative study of Africa and Asia is still in its infancy.

- Factorial design
- Within-Subjects
- Between-Subjects
- Paired
- Carry-over effect
- Counterbalancing
- Ecological validity
- Confounding factors
- Randomization
- Physical versus psychological
- Ethical considerations
- Experimental design
- Experimental design

On the basis of the above, the following hypotheses were formulated:

the other way around, however, is not so simple. In a study of the use of a teaching strategy called "problem-based learning" (PBL), researchers found that although teachers can be trained to use PBL, they do not. Educators are always hindered in an industry that is driven by a bottom-line mentality, and it is difficult to change that.

Connect ER Plus anywhere, anytime.

Polymers and Polymers

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[illegible]

25000 (H ₂ O) (2000) 1.724	100000 (H ₂ O) 1.112
15240 (H ₂ O) (2000) 1.624	50000 (H ₂ O) 1.755
100000 (H ₂ O) 1.624	100000 (H ₂ O) 1.271

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